

This agreement is NOT VALID until signed on behalf of UBC by the University-Industry Liaison Office. Please email a copy signed by the company and UBC Faculty member to laurie.mcbeth@uilo.ubc.ca.

No modifications can be made to this Agreement and any modifications made to the Agreement will render the Agreement invalid.

MITACS Technology Assignment Agreement

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a corporation continued under the University Act of British Columbia with offices at #103-6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3 ("UBC")

AND:

<company legal name>, a corporation incorporated under the laws of <jurisdiction>, with a registered office at <company address> (the "**Company**")

WHEREAS:

The Company and UBC wish to collaborate on research funded under a Mitacs program, a description of which is appended to this Agreement as Schedule "A" (the "**Project**"). UBC and the Company have agreed to an assignment of UBC's right, title, and interest in the Technology (as defined below) from UBC to the Company on the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "Background IP" means any intellectual property owned or under the control of a Party prior to the date of this Agreement as established by dated records and/or patent filings;
- (b) "COI" means a conflict of interest as evidenced by the Investigators, or the Investigators' direct relatives, owning shares in the Company, being employed by the Company, or having other financial interests in the Company through consulting agreements or other forms of agreement;
- (c) "Investigators" are the supervising UBC faculty member <Name of UBC Supervising Faculty Member>, and <Name of trainees/students > who are the trainee(s) or student(s) carrying out the Project, from the UBC Department of <UBC Department>;
- (d) "Technology" means patents, software, source code, results, technique or techniques invented, developed and/or acquired, during the Term by the Investigator(s) arising directly from the Project described in Schedule "A" of this Agreement. For clarity, Technology does not include any UBC Background IP.

(e) "Term" means the term of the Mitacs funded Project.

2.0 Company Representations

2.1 The Company represents and warrants that the Project is based upon Company Background IP;

2.2 The Company represents and warrants that a COI does not currently exist, nor will exist during the completion of the Project.

2.3 The Company represents and warrants that this Agreement does not conflict with any agreement between the Company and UBC.

3.0 Assignment of the Technology and Grant Back:

3.1 Subject to the terms and conditions of this Agreement UBC agrees to transfer and assign to the Company all of UBC's right, title and interest in and to the Technology at no cost.

4.0 Requirements for Assignment of Intellectual Property

4.1 The Company grants to UBC a perpetual world-wide, fully paid up, non-exclusive license to use the Technology without charge in any manner whatsoever for research, scholarly publication, educational and other non-commercial use.

5.0 Disclaimer of Warranty:

5.1 UBC makes no representations, conditions or warranties, either express or implied, regarding the Technology. Without limitation, UBC specifically disclaims any implied warranty, condition or representation that the Technology:

- (b) corresponds with a particular description;
- (c) is of merchantable quality;
- (d) is fit for a particular purpose; or
- (e) is durable for a reasonable period of time.

5.2 UBC is not liable for any loss, whether direct, consequential, incidental or special, which the Company or other third parties suffer arising from any defect, error or fault of the Technology, or its failure to perform, even if UBC is aware of the possibility of the defect, error, fault or failure. The Company acknowledges that it has been advised by UBC to undertake its own due diligence regarding the Technology.

5.3 Nothing in this Agreement:

- (b) constitutes a warranty or representation by UBC as to title to the Technology or that anything made, used, sold or otherwise disposed of with respect to, or using the Technology, will not infringe the patents, copyrights, trade-marks, industrial designs or other intellectual property rights of any third parties, or any patents, copyrights, trade-marks, industrial design or other intellectual property rights owned, in whole or in part, by UBC, or licensed by UBC to any third parties;
- (c) constitutes an express or implied warranty or representation by UBC that the Company has, or will have, the freedom to operate or practice the Technology, or the freedom to make, have made, use, sell or otherwise dispose of products made using the Technology;

(d) confers the right to use in any advertising or publicity the name of UBC or any UBC trademarks, service mark, logo, insignia, seal, design, symbol, or device used by UBC in relation to the Technology or anything made used, sold or otherwise disposed of by the Company with respect to the Technology.

6.0 Indemnity and Limitation of Liability:

6.1 The Company indemnifies, holds harmless and defends UBC, its Board of Governors, officers, employees, faculty, students, invitees and agents against any and all claims (including all associated legal fees and disbursements actually incurred) arising out of the use, or exercise, of any rights with respect to the Technology by the Company, including without limitation against any damages or losses, consequential or otherwise, arising in any manner at all from or out of the use of the Technology by the Company, its customers, licensees, sublicensees, agents, collaborators, affiliates or their customers or end users.

6.2 The Company acknowledges and agrees that UBC's total liability, whether under the express or implied terms of this Agreement, in tort (including negligence) or at common law, for any loss or damage suffered by the Company, whether direct, indirect or special, or any other similar damage that may arise or does arise from any breaches of this Agreement by UBC, its Board of Governors, officers, employees, faculty, students or agents, is limited to the amount of CDN\$1,000

7.0 General:

7.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

7.2 Nothing contained in this Agreement is to be deemed or construed to create between the parties a partnership or joint venture. No party has the authority to act on behalf of any other party, or to commit any other party in any manner at all or cause any other party's name to be used in any way not specifically authorized by this Agreement.

7.3 This Agreement sets out the entire understanding between the parties and no changes are binding unless signed in writing by the parties to this Agreement.

7.4 Time is of the essence of this Agreement.

SIGNED BY THE PARTIES AS AN AGREEMENT effective as of the date on which the last of the Parties executes this Agreement

SIGNED FOR AND ON BEHALF of

THE UNIVERSITY OF BRITISH COLUMBIA

by its authorized signatory:

Name: J.P. Heale
Title: Managing Director, UILO
Date:

SIGNED FOR AND ON BEHALF of

<company legal name>

by its authorized signatory:

Name: <Name of Authorized Company Signatory for this Agreement>

Title:

Date:

I have read and understood the foregoing Agreement, and agree with the assignment:

Dr. <Name of UBC Supervising Faculty Member>

Department of <UBC Department>

Date:

SCHEDULE "A

THE MITACS PROJECT TITLE & DESCRIPTION

<Project Title>

<Non-confidential project description>

SAMPLE